

**Exhibit “C”**

## KEVIN KERVENG TUNG, P.C.

Attorneys and Counselors at Law

Writer's direct email:

Ge Li, Esq., admitted in NY and NJ

gli@kktlawfirm.com

Queens Crossing Business Center

136-20 38<sup>th</sup> Avenue, Suite 3D

Flushing, New York 11354

Tel: (718) 939-4633

Fax: (718) 939-4468

[www.kktlawfirm.com](http://www.kktlawfirm.com)

January 15, 2024

### **Via Federal Express**

Lin's Waha International Corp.

10 Ranick Dr. South,

Amityville, NY 11701

**Re: Infringement of Northern Food I/E, Inc's Intellectual Property Rights and Unfair Competition**

Dear Mr. Lin:

Please be advised that this firm represents Northern Food I/E, Inc. ("Northern Food") in the above referenced matter. We are writing with regard to Lin's Waha International Corp.'s ("Lin's Waha") unauthorized importation and distribution of the Liu Bi Ju products to the U.S. market.

Beijing Liu Bi Ju Food Co., Ltd. ("Beijing Liu Bi Ju") is the owner of the common law

**居必六**

trademark (hereinafter the "Liu Bi Ju Mark"). Beijing Liu Bi Ju has been selling the products under the Liu Bi Ju Mark in the United States market since January 1998. Northern Food is the exclusive distributor authorized by Beijing Liu Bi Ju for the products bearing the Liu Bi Ju Mark in the United States market. Beijing Liu Bi Ju has also authorized Northern Food to enforce its Liu Bi Ju Mark rights within the United States.

It has come to our attention that Lin's Waha is illegally importing and distributing the products bearing the Liu Bi Ju Mark. Photos of the infringing products are attached as **Exhibit A** for your reference. The infringing products should not be sold in the U.S market because they are not products for exporting to the U.S. market. According to the exclusive distribution agreement signed by Northern Food and Beijing Liu Bi Ju, Northern Food is the only U.S. importer that can import and sell the Liu Bi Ju products in the U.S. market. And Beijing Liu Bi Ju is the only designated exporter of its products to the U.S. market. Therefore, Lin's Waha is illegally importing the Liu Bi Ju products to the U.S., violating the exclusive distribution agreement between Northern Food and Beijing Liu Bi Ju.

In addition, Lin's Waha's unauthorized importation and distribution of the products under the Liu Bi Ju Mark in the U.S. has caused consumers' confusion, therefore constitutes unfair competition and infringement of Northern Food and Beijing Liu Bi Ju's trademark rights (see the Trademark Act of 1946, 15 U.S.C. § 1051 et seq., 15 U.S.C.A. §§ 1114(1), 1125(a); *Buffalo Fire and Safety Equipment Co., Inc. v. Buffalo Viking Machine Tool Corp.*, 89 A.D.2d 798 [4th Dept.1982]).

We therefore demand that you (i) immediately and permanently cease and desist all unauthorized importation and distribution of the products bearing Liu Bi Ju Mark in the United States; (ii) agree not to infringe Northern Food and Beijing Liu Bi Ju's trademarks going forward; (iii) provide Northern Food with a full accounting of the number of the products bearing Liu Bi Ju Mark that you have illegally imported and distributed in U.S. market and provide Northern Food with documents substantiating the same; (iv) agree to recall all the products bearing the Liu Bi Ju Mark, already sold from Lin's Waha to any supermarkets in U.S.; (v) agree to deliver to Northern Food all remaining inventory of the products you illegally imported as well as all marketing or promotional materials and tooling for the same; (vi) provide the information about your Chinese supplier, who illegally exported the Liu Bi Ju products from China to U.S.

Please further understand that we are providing you with notice to preserve all evidence and other information relating to this issue while we investigate the matter further. Your failure to preserve such information and/or your alteration, concealment, or transfer of such evidence is considered spoliation of evidence and could subject you to both civil and criminal liability.

Northern Food prefers an amicable resolution to this matter, but it has an obligation to police and enforce its valuable intellectual property and contractual relationship with Beijing Liu Bi Ju. Please confirm your compliance with these demands on or before **February 14, 2024**. A lawsuit for infringement of intellectual property rights, and unfair competition will follow if we do not receive your commitment to end the infringement you have created and provide the requested information by that date.

It is worth noting that in trademark cases, corporate employees, including but not limited to the corporate officer or director, can be held personally liable for the trademark infringement committed by his or her company. *Chloe v Queen Bee of Beverly Hills, LLC*, 2011 WL 3678802, at \*6 (SDNY Aug. 19, 2011). So if Northern Food commences an action for trademark infringement, it will be against you personally and your company Lin's Waha.

Northern Food expressly reserves all of its rights and remedies against Lin's Waha. You may contact the undersigned if you or your attorney would like to discuss this matter.

Very truly yours,

A handwritten signature in cursive script, reading "Ge Li".

Ge Li

**Exhibit “A”**















